



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSALS

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams Street, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

SOLICITATION NUMBER: HP832155

SOLICITATION DUE DATE/TIME:

Friday October 26, 2007 at 3:00 P.M. PST

SUBMITTAL LOCATION:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007**

Pre-Offer Conference

**Wednesday October 10, 2007 at 10:30 A.M. PST
Arizona Department of Health Services
1740 West Adams, Room 309
Phoenix, Arizona 85007**

DESCRIPTION:

METHAMPHETAMINE PREVENTION PROGRAM

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read. To obtain a copy or review the solicitation, log onto www.azdhs.gov and click on the Quick Links Procurement site. If obtaining a copy via the internet, please check periodically for any updates to the above solicitation.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Karen Boswell, CPM

Office (602) 542-1040

Fax (602) 542-1741

Email: boswelk@azdhs.gov

Procurement Administrator

Date

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DEFINITIONS

SOLICITATION NUMBER: HP832155

DEFINITION OF TERMS USED IN THE SCOPE OF SERVICES OF THIS RFP.

- A. "ADHS" means the Arizona Department of Health Services.
- B. "Department" means the Arizona Department of Health Services.
- C. "Division of Behavioral Health" or "DBHS" refers to the division of the Arizona Department of Health Services which administers behavioral health programs.
- D. "Evidence based intervention" refers to a prevention program which is included in a Federal List or Registry of evidence based interventions, has been reported (with positive effects) in a peer reviewed journal, or has established documentation of effectiveness based on the three guidelines in the 2007 Center for Substance Abuse Prevention document entitled "Identifying and Selecting Evidence-Based Interventions." This document may be found at http://download.ncadi.samhsa.gov/csap/spfsg/Final_SPFGuidance_Jan04_2007.pdf.
- E. "Shall or Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an application as non-responsive.
- F. "Key personnel" means staff involved in the planning, administration, operation, or monitoring of this project.
- G. "Rural areas of Arizona" means: 1) A county with a population of less than 400,000 persons according to the most recent United States decennial census. 2) A census county division with less than 50,000 persons in a county with a population of 400,000 or more persons according to the most recent United States decennial census.
- H. "Goals" are general statements about what a project will achieve for the target population. Goals are linked to the needs assessment i.e. target population, and problem statement. Goals are directional (increase, decrease, etc.).
- I. "Outcome Objectives" are defined as specific statements that describe a change in knowledge, attitude, or behavior you want to achieve in your target population including the extent of the change, a date specific by when the change will occur, and what measure will be used for determining the change.
- J. "Process Objective" is defined as specific statements that describe how implementation effectiveness will be determined including documentation of what was actually done, how much, when, for whom and by whom during the course of a program.
- K. "Strategies/Approaches" are those activities and steps directed toward the accomplishment of an objective. The activities and steps are linked to the Goal.
- L. "Activities" are day-to-day and periodic tasks that are accomplished to meet the goal(s). They are usually single-faceted, simply stated and numerous.



OFFER AND ACCEPTANCE

Solicitation Number: HP832155

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No:

For Clarification of this Offer, Contact:

Name: _____

Federal Employer Identification No:

Telephone: _____

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number:

HP832155

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2007

PROCUREMENT OFFICER

UNIFORM INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: HP832155

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. **Submission of Inquiries.** The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. **Timeliness.** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. **No Right to Rely on Verbal Responses.** An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment.
7. **Pre-Offer Conference.** If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. **Persons With Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. **Forms: No Facsimile, Telegraphic or Electronic Mail Offers.** An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. **Typed or Ink; Corrections.** The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. **Evidence of Intent to be Bound.** The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. **Exceptions to Terms and Conditions.** All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. **Invitation for Bids.** An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. **Request for Proposals.** All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. **Subcontracts.** Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

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6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
 - 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials.

This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

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2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State.

If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.6.1 Waive any minor informality;
 - 5.6.2 Reject any and all Offers or portions thereof; or
 - 5.6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

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2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: HP832155

1) PROPOSAL REQUIREMENTS:

One (1) original and three (3) copies of each proposal shall be submitted on the forms and in the format specified below. The original copy of the proposal should be clearly labeled "ORIGINAL". All materials should be in sequence and related to the RFP. The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal shall include the following:

- a. **Table of Contents:** The Offeror shall provide page numbers for each section of the proposal.
- b. **Signed Offer and Acceptance Form:** to be signed by an authorized person.
- c. **Offeror's Experience/Expertise/Reliability and Qualifications:**
 - 1) Provide a description of Offeror's experience and expertise in provision of substance abuse prevention services. The description should include the organization's history, location, number of years in business, types of services provided, and number of full and part-time employees (no more than one page).
 - 2) Provide resumes for each of the identified main key personnel. Complete **Attachment 2, List of Key Personnel, page 36**. Resumes shall include, at minimum, name, title, key responsibilities and previous experiences that are relative to the provision of substance abuse prevention services.
- d. **Executive Summary:** A brief overview of the project that includes the following background information (no longer than 1 page):
 - 1) Methamphetamine prevention program overview and implementation plan.
 - 2) Expected results as described on page 30, Scope of Work in Goals and Objectives
 - 3) A description of how services will be provided statewide in urban, rural, Native American, and military communities.
- e. **Task Method of Approach (Methodology)**
 - 1) The Offeror shall prepare and submit a written narrative describing the method of approach that will be used to provide the services to perform the tasks as described in the Scope of Work. Written narratives shall not exceed five (5) pages.
 - 2) Submit a description of a prior project with activities similar to those as described in this offer, a description of the work performed, the approach used to complete the project, recommendations made to the client and the project outcome.
 - 3) Provide evidence of previous substance abuse prevention projects completed within the last three (3) years as related to the services for which this offer is submitted.
- f. **Resources and Budget:**
 - 1) Price Sheet/Fee Schedule – Complete Price Sheet on page 35. Provide budgetary categories that will be used in accordance with the Budget Development Guidelines and Worksheet.
 - 2) Complete **Attachment 4, Budget Development Guidelines, pages 39-43** and **Attachment 5, Budget Worksheet, page 44**. This format is required. List all resources needed to implement the proposal objectives. These resources may be financial as well as involve curriculum, supplies, space, and equipment. Provide a detailed descriptive narrative justification for each expense category. Explain where these resources will be obtained including existing resources, other financial resources, donations, and contributions, both financial and in-kind.
 - 3) Offer must include expenses to attend monthly Prevention Coordinator meetings in Phoenix.

SPECIAL INSTRUCTIONS TO OFFERORS

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- 4) Offer must include expenses for at least 5 staff members of the contracted or subcontracted agencies to attend the Annual Statewide Substance Abuse Prevention Conference
- 5) Complete **Attachment 3** - Other Financial Resources, page 38. Provide all other funding sources that your agency receives that provide services that are similar and/or complementary to the proposed program.
- g. **Organization:** Provide an Organizational Chart (Personnel) which includes Offeror's personnel and positions. Provide position descriptions for key personnel. Describe staff accountabilities and qualifications. List how much time each person will spend on the project. Organization must show community and statewide support for their projects. Provide letters of commitment from each proposed subcontractor as well as other collaborators/ partners that support the services proposed. (See Exhibit 1).
- h. **References:** Offeror shall use the format on **Attachment 1 – Offeror's Experience /Reference**, page 36, and provide three (3) references from same or similar experiences.
- i. **Resumes/Licenses/Certificates:** Offeror shall provide the resumes/licenses/certificates of staff that will be assigned to perform the work for which this offer is submitted.
- j. **Other Attachments:** No other attachments should be submitted with the proposal.

2) PROPOSAL OPENING:

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Proposals will not be subject to public inspection until after contract award.

3) EVALUATION CRITERIA:

In accordance with the A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible Offeror(s) whose proposal(s) is(are) determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. More than one contract award may be made. The evaluation factors are listed in the relative order of importance.

- a. Plan to perform and complete the work,
- b. Organizational Capacity and Infrastructure,
- c. Experience/Expertise/Reliability and Qualifications;
- d. Demonstrated support from and partnerships with community substance abuse prevention coalitions.
- e. Budget and Budget Narrative;
- f. Conformance to all other RFP Requirements and Conditions.

4) PROPOSAL ORGANIZATION AND SUBMISSION:

- a. Table of Contents
- b. Signed Offer and Acceptance Form
- c. Signed Amendments (if applicable)

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- d. Uniforms Terms and Conditions (*one set with original proposal only*)
- e. Special Terms and Conditions (*one set with original proposal only*)
- f. Executive Summary
- g. Method of Approach
- h. Budget
- i. Budget Narrative
- j. Organizational Chart, and a List of Officers or Directors
- k. Resumes of key staff
- l. Letters of support
- m. Completed Contact Information (Page 34, Item 11c)
- n. Other Attachments

5) DISCUSSION:

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required services.

6) CONFIDENTIAL INFORMATION:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact and explaining the reasons for confidentiality shall accompany the submission, and the information shall be so identified wherever it appears. The person shall stamp or specifically identify all information the person believes remains confidential.
- b. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- c. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

7) PROPOSAL EXCEPTIONS:

Any Proposal that takes exception to any of the clauses within the Uniform Terms and Conditions or the Special Terms and Conditions, will not be considered for evaluation or award

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8) INCLUSIVE OFFERORS:

If the Offeror uses subcontractors, then the Offeror is encouraged to make every effort to utilize subcontractors that are small, women owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of services and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

9) Number or Types of Awards:

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

10) WRITTEN QUESTIONS:

All questions regarding this solicitation shall be submitted in writing no later than ten (10) calendar days prior to the RFP due date to:

Karen Boswell, CPM
Arizona Department of Health Services
1740 West Adams, Room 303
Phoenix, Arizona 85007
boswelk@azdhs.gov

UNIFORM TERMS AND CONDITIONS

SOLICITATION NUMBER: HP832155

- 1** **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 **"Contractor"** means any person who has a Contract with the State.
- 1.5 **"Days"** means calendar days unless otherwise specified.
- 1.6 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 **"State Fiscal Year"** means the period beginning with July 1 and ending June 30,
- 2** **Contract Interpretation**
- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;

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- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence . This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
- 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

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- 4.5.1 Accept a decrease in price offered by the, contractor
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
 - 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
 - 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

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6.4 Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.

7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

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9.5 Termination for Default.

- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 Arbitration.

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title

12 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1. TERM OF CONTRACT TEWELVE (12) MONTHS:

The term of the resultant contract shall commence upon signature by the ADHS Procurement Officer and shall remain in effect for twelve (12) months unless terminated, canceled, or extended as otherwise provided herein.

2. CONTRACT EXTENSIONS FIVE (5) YEAR MAXIMUM:

The contract term is for one (1) twelve (12) month period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions, not to exceed five (5) years.

3. CONTRACT TYPE:

☒ **Cost Reimbursement**

4. LICENSES:

The Contractor shall maintain in current status, all federal, state and local licenses and/or permits required for the operation of the business conducted by the Contractor.

5. KEY PERSONNEL:

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of activities that may be performed under this Contract. The Contractor shall assign specific individuals to key positions of responsibility.

- a. Once assigned to work under this Contract, key personnel shall not be removed or replaced without prior notification to the ADHS/DBHS Prevention Coordinator.
- b. If key personnel are not available for work on a special project for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the project than initially anticipated, the Contractor shall immediately notify the ADHS/DBHS Prevention Coordinator.

7. INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

8. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Worker's Compensation and Employers' Liability**

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Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Phoenix AZ 85007, Attention: Procurement Administrator)** and shall be sent by certified mail, return receipt requested.

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- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Phoenix AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

9. PRICE ADJUSTMENT (1 YEAR):

The state may review a fully documented request for a price adjustment only after the contract has been in effect for one (1) year. ADHS may, from time to time based on the availability of funds or additional requirements from the Arizona Legislature, increase or decrease the contract amount.

10. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract

SPECIAL TERMS AND CONDITIONS

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11. NON-EXCLUSIVE CONTRACT:

The state reserves the right to obtain make awards to multiple organizations. Approval of multiple organizations shall be at the exclusive discretion of the ADHS procurement administrator and shall be final. However, approval shall be granted only after a proper review and when deemed to be appropriate.

12. PUBLICATION OF DESCRIPTIVE LITERATURE OR MATERIALS:

The Contractor shall request authorization from ADHS prior to publication of any materials related to or paid for under this contract.

14. FINANCIAL MANAGEMENT:

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Federal Funding. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

15. RESTRICTION FOR USE OF FUNDS:

- a. Funds shall not be used for expenditures on capital construction projects, lobbying activities involving elected officials or political campaigns for individuals or any ballot proposals.
- b. Funds shall not be used to supplant other funds being used to provide covered services.

16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS SOLICITATION NUMBER: HP832155</p>

17. OFFSHORE PERFORMANCE OF WORK PROHIBITED:

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Grantees shall declare all anticipated offshore services in the Grant Application.

18. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:

By entering into the Contract, the Grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Grantee shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Grantee and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Grantee or subcontractor performing work under the Contract. Should the State suspect or find that the Grantee or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Grant for default, and suspension and/or debarment of the Grantee. All costs necessary to verify compliance are the responsibility of the Grantee.

SCOPE OF WORK

SOLICITATION NUMBER: HP832155

1. BACKGROUND:

In 2007, House Bill 2781, Chapter 255, Section 45, Behavioral Health established a \$500,000 appropriation to ADHS to fund a methamphetamine prevention program implemented by a statewide alliance of community based organizations with a proven track record in providing substance abuse prevention programming to children. The program must serve children in rural, urban, and Native American communities, and military bases. ARS 36-2007 established the addiction and recovery fund for the purpose of funding drug and alcohol abuse services and prevention.

2 PURPOSE:

The purpose of the RFP is to provide methamphetamine services consistent with House Bill 2781, Chapter 255, Section 45, Behavioral Health and "A Plan for Action: Addressing the Methamphetamine Crisis in Arizona" presented by Governor Janet Napolitano. The methamphetamine prevention program will influence the perceptions and behaviors of youth related to methamphetamine.

The intent of the RFP is to provide evidence based methamphetamine prevention services throughout Arizona which enhance existing state and local initiatives to prevent methamphetamine. Methamphetamine prevention services must be provided in collaboration with other organizations who share concerns about methamphetamine. The selected contractor(s) will demonstrate support and collaboration with community anti-drug coalitions that are addressing the problem of methamphetamine in their Arizona community as demonstrated by letters of support and/or memorandums of understanding.

3 GOALS AND OBJECTIVES:

GOAL: Increase the number of youth who abstain from using methamphetamine.

OBJECTIVES

1. To increase youth perception that methamphetamine is harmful.
2. To increase youth negative attitudes toward methamphetamine.
3. To strengthen Arizona community anti-drug coalitions engaged in methamphetamine prevention.
4. To identify youth at high risk for methamphetamine addiction and facilitate their referral to treatment services.

4. SCOPE OF SERVICE:

The ADHS methamphetamine prevention program will provide statewide methamphetamine prevention programming for children in rural, urban, Native American, and military communities in close collaboration with existing state and local efforts.

5. TASKS

Respond to each of the following tasks. Retype each item and then provide the response. Responses should be typed and single-spaced with 12-point font. Sequentially number all pages.

The Contractor shall describe how they will fulfill the following required activities:

1. Provide methamphetamine prevention services in communities consistent with those required by with House Bill 2781, Chapter 255, Section 45, Behavioral Health
 - A. Outline the strategies/approaches necessary to complete the identified goals and objectives.
 - B. Outline the each activity or task necessary to implement the methamphetamine prevention program. Document the staff responsible for completion of the activities and tasks described and include projected dates of completion for each task described. If the proposed program will include use of a curriculum, then describe how many cycles of the curriculum will be implemented at each site.

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- C. Provide methamphetamine prevention services in at least one military community. Identify the community (ies) and include a letter of support or memorandum of understanding from military leadership.
 - D. Provide methamphetamine prevention services in at least one Native American community. Identify the community (ies) and include a letter of support or memorandum of understanding from each tribal council.
 - E. Provide methamphetamine prevention services in one or more urban community(ies). Identify the community (ies) and include a letter of support or memorandum of understanding from the local substance abuse prevention coalition.
 - F. Provide methamphetamine prevention services in one or more rural community(ies). Identify the community (ies) and include a letter of support or memorandum of understanding from the local substance abuse prevention coalition.
2. Coordinate all methamphetamine prevention activities with the existing community based substance abuse coalitions in each community, county, and/or region served.
- A. List the names and location of each coalition in which the contractor will be active.
 - B. Provide letters of support from community substance abuse prevention coalitions in which the contractor will be involved.
 - C. Describe how the contractor will involve faith based organizations in community based coalitions to reduce substance abuse.
3. Develop the capacity of communities to prevent methamphetamine.
- A. Provide training to community based youth serving organizations to implement age-appropriate, evidence based methamphetamine prevention programs.
 - B. Provide community based education to increase youth perceptions that methamphetamine use is harmful.
4. Provide referrals for youth and families with substance abuse problems to treatment services.
- A. Document referrals to treatment and other community based services using a problem identification and referral form which will be provided by ADHS/DBHS after contract award.
 - B. Submit problem identification and referrals forms to ADHS with the monthly narrative progress report submitted to ADHS no later than the 15th of the month, following the month in which referrals took place,
5. Evaluate project outcomes using evaluation instruments approved or provided by ADHS/DBHS.
- A. Selected contractor(s) will use a survey provided by ADHS after contract award to evaluate changed in attitudes and perceptions of adolescents involved in the methamphetamine prevention program.
 - B. Selected contractor(s) will use a survey provided by ADHS after contract award to evaluate coalition involvement.

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- C. The selected contractor will describe all other instruments or methods which will be used to measure program outcomes. Copies of all other instruments should be included as an attachment in the proposal.
- D. Data from all evaluation instruments shall be submitted to ADHS no later than the 15th of the month following the month in which data was collected.
- 6. Hire, train and provide adequate, experienced prevention personnel, capable of and devoted to the successful accomplishment of the methamphetamine prevention project that will be performed under this contract.
 - A. Provide new and existing program staff with training in topics such as: prevention of methamphetamine, evidence based interventions in prevention, screening for substance abuse disorders, problem identification and referral, and working with substance abuse prevention coalitions.
 - B. Describe how, when and by whom this training will be delivered.
- 7. Conform with all administrative contract requirements.
 - A. Prepare monthly Contractor Expenditure Reports (CER's). Attach a narrative description of each expense. Submit to the ADHS/DBHS prevention coordinator no later than the 15th of the month following the month in which services were delivered.
 - B. Prepare and submit monthly narrative progress reports in the format provided by ADHS/DBHS. Submit to the ADHS/DBHS prevention coordinator no later than the 15th of the month following the month in which services were delivered.
 - C. Attend monthly meetings of the DBHS prevention coordinators in Phoenix.
 - D. If subcontractors will be used, implement a monitoring process to ensure subcontractor compliance with all scope of work requirements.
 - E. Meet with ADHS staff in person and via phone as necessary to obtain guidance and clarification on specific program requirements and provide progress reports.
 - F. The contractors will have a plan for monitoring subcontractor performance

6 REQUIREMENTS:

- 1. Subcontracting

The contractor may choose to provide services through subcontractors. The contractor must establish written contracts with all subcontractors used to provide methamphetamine prevention services. Subcontracts for prevention services must contain the following provisions:

 - Specification of the work to be performed; type, duration and dosage (i.e. contact hours) of the curriculum to be delivered; and number of participants to be served.
 - Description of the evaluation methods and instruments to be used and specific reporting requirements.
 - Description of the method and amount of payment for satisfactory completion of services.
- 2. Safety Standards

Contractors and subcontractors will ensure that the methamphetamine prevention program conforms with the safety standards detailed in chapter 4 of the Framework for Prevention in Behavioral Health and with the ADHS provider manual.

SCOPE OF WORK

SOLICITATION NUMBER: HP832155

7 REFERENCE DOCUMENTS:

1. Arizona Department of Health Services (2005). Framework for Prevention in Behavioral Health. Online. Available at: <http://www.azdhs.gov/bhs/scanned/preventfrmwk.pdf> .
2. Governor Janet Napolitano's Meth Task Force (2007). A Plan for Action; Addressing the Methamphetamine Crisis in Arizona. Online. Available at: http://www.governor.state.az.us/dms/upload/NR_050707_Meth%20Report.pdf .
3. Center for Substance Abuse Prevention (January, 2007). Identifying and Selecting Evidence Based Interventions. Online. Available at: http://download.ncadi.samhsa.gov/csap/spfsig/Final_SPFGuidance_Jan04_2007.pdf .
4. ADHS/DBHS Provider Manual. Online. Available at: <http://www.azdhs.gov/bhs/provider/index.htm> .

8 STATE PROVIDED ITEMS:

ADHS shall provide reporting formats and two outcome evaluation instruments after the contract is awarded.

9 DELIVERABLES:

Monthly reports will be submitted to the ADHS/DBHS prevention coordinator on the 15th of the month following the month in which services were delivered. Each report will include the following items:

- A. A contractor expense report (CER).
- B. Description of expenses listed in the CER.
- C. Narrative description of the project accomplishments including success and barriers and progress in completing tasks outlined in the proposal.
- D. Process evaluation data including: the number of recurring, single service, and completed program participants served by age, ethnicity, and gender. In cases where a subcontractor covers multiple counties, these numbers are reported separately for each county.
- E. Problem identification and referral data.
- F. Outcome evaluation data.

The contractor will review monthly reports for accuracy and completeness before forwarding on to the Arizona Department of Health Services. The Contractor will meet with ADHS staff as necessary to obtain direction and clarification on specific program requirements and provide progress reports.

10 APPROVALS:

Approvals of all services, reports, and invoices must be given by the DBHS Prevention Program Coordinator prior to payments made on services.

11 DELIVERY SCHEDULE:

Completed monthly reports and expense reports will be submitted to the ADHS/DBHS Prevention Program Coordinator each month on the 15th of the month following the quarter in which services were provided.

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12 ACCEPTANCE:

Prior to payments made on services, the BHS Project Manager must give approvals of all reports, and invoices. Payment is dependent upon acceptance of reports, invoices and service performed. Payment shall be made quarterly upon receipt of acceptable quarterly report and a Contractors Expenditure Report. Acceptance or rejection of the items shall be at the sole discretion of the Arizona Department of Health Services.

13 DEFINITIONS

- A recurring program participant is someone who attends an ongoing prevention program a regular basis.
- A single program participant is someone who attends once or twice.
- A completed program participant is someone who has participated in a prevention program and completed the program.
- Life skills training: On going, long term educational activities that develop or improve life skills such as decision making, coping with stress, problem solving, conflict resolution, and/or resistance skills.

14 NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS

Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:

Lisa Shumaker, Prevention Manager
Bureau for Substance Abuse Treatment and Prevention Services
Arizona Department of Health Services
Division of Behavioral Health Services
150 North 18th Avenue, Suite 220
Phoenix, AZ 85007

<p align="center">PRICE SHEET SOLICITATION NUMBER: HP832155</p>
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PRICE SHEET

COST REIMBURSEMENT LINE ITEMS	AMOUNT
Personnel Services	
Employee Related Expenses	
Professional & Outside Services	
Travel Expense	
Occupancy Expense	
Other Operating Expenses	
Capital	
Indirect (if authorized)	
Other (describe)	
TOTAL	

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

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Item	Due Date	DESCRIPTION	Reimbursement Total
Implementation Plan	October 15	Must include <ul style="list-style-type: none"> ➤ A description of plans for subcontracting including names, address, and contact information for each subcontractor. ➤ A line item budget and budget narrative detailing how fund will be expended ➤ A timeline for implementation which describes how many curriculum cycles will be offered over the year by each subcontractor. ➤ A brief plan for monitoring subcontractor performance 	\$100,000
Quarterly Reports	January 20 April 20 July 20	An aggregate overall summary as well as site specific data in the format on the following page.	\$100,000
Annual Report	July 30	Annual summary of activities demographics and other program information	\$100,000

SOLICITATION HP832155
ATTACHMENT #1

CONTRACTOR'S EXPERIENCE/REFERENCE

Note: Three references are requested

Do not use references from any past or current contracts with ADHS. Do not use any current ADHS employee as a reference. References may be contacted by the DBHS Prevention Program Manager.

Contract Title:

Contract Term/Dates of Work through Geographic Area Served

Target Population Served

Reference Company:

Telephone: Address: City/State/Zip:

SOLICITATION HP832155
ATTACHMENT #2

KEY PERSONNEL

INSTRUCTIONS:

List all key personnel by name, position and/or title, responsibilities and percent of time assigned to this project.
Key personnel is defined as staff involved in the planning, administration, operation, or monitoring of this project.

Name	Position/Title	Responsibilities	% Time Assigned to Project

SOLICITATION HP832155
ATTACHMENT #3

LIST OF OTHER FINANCIAL RESOURCES

Please list all other financial resources that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source that may be utilized to support the proposed program. Also list all resources received by your company that are utilized to provide related services. Use a continuation sheet if necessary.

Type of Financial Resource (Federal, State, local, other)	Received From	Amount	Term of Financial Resource (Effective date/Ending date)
TOTAL:			

SOLICITATION HP832155
ATTACHMENT #4

BUDGET DEVELOPMENT GUIDELINES AND WORKSHEET

Specific types of Provider costs are to be grouped into six budget categories. Within the total cost for each budget category, a series of line item costs are to be identified. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. It is essential that category costs be comprised of the same item costs as specified in these Guidelines.

PERSONNEL SERVICES

- A. Compensation for personnel services is an allowable expense for Provider employees whose work is necessary for the provision of contract services.
- B. Salaries to be charged to the service must relate directly to work on the service. Salaries of employees involved in work on non-contract services must be properly apportioned and later supported by appropriate time distribution records or any other ADHS approved method.
- C. Benefits such as vacation, sick and administrative leave, holidays and routine training participation time are to be included in the amount budgeted for an employee's salary. In addition, any salary increases due an employee during the contract period must be included in the budgeted salary costs.

EMPLOYEE RELATED EXPENSES (ERE)

- A. Employee related expenses (fringe benefits) are allowances and services offered by the Provider agency to its employees as compensation in addition to regular salaries. Fringe benefits must be applied only to that portion of an employee's salary or wages attributable to the service. Fringe benefits budgeted in the contract must be earned during the contract period. Benefits accrued prior to the contract, but not paid out, are not expenses allowed by the Department.
- B. Fringe benefits include, but are not limited to Social Security (FICA), Unemployment Insurance, Worker's Compensation, health and life insurance, and retirement. The portion of the cost of these benefits paid by the employee is not an expense of the Provider agency. The employer's cost of these benefits is an eligible Provider agency expense.

PROFESSIONAL AND OUTSIDE SERVICES

- A. Professional and consultant services, rendered by individuals or organizations, are allowable expenses if the services are directly related and essential to the contract service(s). The normal types of professional or outside services which may be placed in this budget category are those which relate to the legal, accounting, management, training/education, medical, social service and psychological professions.
- B. A written specification, of each of the consultant services to be performed, is to be available for the purpose of budget estimating and subsequent audits. The specifications normally will include estimates by item, all consultant costs such as travel, supplies, meetings or any directly related costs of the consultant. Professional and Outside services are frequently purchased on an hourly basis. It is, therefore, recommended that such services be budgeted on a per hour billing basis.

TRAVEL

- A. Travel will include the cost of transporting staff and clients during the provision of contract services. The following allowable travel costs are included within this category:

SOLICITATION HP832155
ATTACHMENT #4

1. Staff-owned vehicles: mileage reimbursement;
2. Provider agency-owned vehicles: operating expenses and depreciation;
3. Sub-contracted travel services;
4. Rented vehicles;
5. Government motor pool vehicles;
6. Public transportation; and
7. Per diem.

B. Staff-Owned Vehicles

The travel cost of a vehicle owned by a Provider employee should be budgeted no greater than the contractor's designated mileage reimbursement rate. In public Provider agencies, the mileage rate is determined by the branch of government with which the Provider agency is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality. The actual cost of tolls and parking fees may be budgeted for employees using their vehicles for contract services.

C. Provider Agency-Owned Vehicles

Travel costs for vehicles owned by a Provider agency must be budgeted on an actual cost method. Actual costs will include fuel, maintenance and repair, insurance, registration fees, tolls, parking fees and depreciation.

D. Rented Vehicles

If either a public or a private Provider agency is renting vehicles from a private rental agency, the actual rental cost plus fuel (unless fuel is included in the rental cost) should be used to budget the cost. Rental costs will be considered reasonable depending on the type and degree of use and current fair market value of the model of vehicle.

E. Motor Pool Vehicles

Provider agencies using vehicles supplied by a county or municipal motor pool may budget for travel by using the rate fixed by the motor pool.

F. Public Transportation

In cases in which public transportation is used for authorized travel by employees or clients of the Provider, the actual cost of fares required should be estimated. Fare or any other expenses for staff members to commute to and from work are not an allowable cost.

G. Per Diem

While Providers are encouraged to minimize the overnight travel costs, certain contract services may require occasional overnight travel on the part of employees. In such cases, per diem expenses should be budgeted no greater than the contractor's designated per diem reimbursement rate. For private non-profit agencies, the current State of Arizona per diem rate shall be used. For public Provider agencies, the per diem rate is determined by the branch of government with which the Provider is affiliated. Public Provider agencies may budget up to the maximum rate allowable in their city, county or municipality.

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ATTACHMENT #4

OTHER OPERATING

A. Other Operating costs include materials and supplies, space and occupancy and general operating services. Costs related to space needed for the delivery of contract services are allowable expenses. Space costs include the expense of a facility and other expenses directly related to the operation of the facility. Space Costs, however, do not include the purchase or major modification of land or facilities.

B. The costs of materials and supplies, necessary for the delivery of contract services, are allowable budgeted expenses. Such costs should be calculated by deducting from the purchase price, all cash and trade discounts, rebates, and allowances to be received by the Provider agency.

C. Program Supplies

Program supplies include consumable supplies used directly in the provision of contract services.

1. Materials

Materials are consumable supplies used directly by the clients in the provision of contract services.

D. Office Supplies

1. General Office Supplies

Office supplies are consumable supplies necessary to efficient administrative and service operations of the service program. The cost of this item may be budgeted by using a reasonable base cost per employee for the contract term multiplied by the total number of employees needing office supplies. Justification of the base cost must be available upon request.

2. Equipment

Any piece of equipment with an acquisition cost of up to \$4,999.99 will be budgeted under the Other Operating Category. Budgeting of such pieces of equipment will be done on an actual cost basis. All Pieces of equipment with an acquisition cost of \$5,000 or more should be budgeted under the Capital Outlay Category.

3. Postage

Postage may be budgeted by applying a monthly base to the total number of months in the contract. When applicable, Provider agencies should apply for and utilize special bulk mail rates.

4. Reproduction and Printing

The cost of printing and reproduction services, necessary for the performance of the contract, including but not limited to forms, reports, manuals and informational literature is allowable. However, if a cost for the rental of a photocopier has been budgeted, care must be taken to avoid duplication of costs. When budgeting for reproduction and printing services, enter a reasonable estimate of actual costs.

E. Maintenance of Space

This item includes costs necessary for the upkeep of the Provider's facilities, which neither add to the permanent value of these facilities nor appreciably prolong their intended life, but keep them in an efficient operating condition. This includes estimates of the actual costs of material needed for the maintenance and repair of the Provider's facilities or for sub-contracted maintenance services.

SOLICITATION HP832155
ATTACHMENT #4

F. General Operating

1. Central Services: Service costs such as administrative, data processing, payroll, supply and duplicating facilities on which the expense can be calculated and segregated as a direct cost are to be entered in this item. Support these budgeted expenses by indicating the basis of the cost.

2. Communication: Telephone and answering service costs, as well as telephone directory listings, which assist the client to identify and contact the Provider agency for contract services, will be permitted.

3. Bonding: Premiums for bonding costs will arise when there is a need to protect the provider agency and government against financial loss. Bonding practices beyond those, which the Provider agency should normally use as good business practice, will not be required. The most common bonding classification is that of a fidelity bond sufficient to cover the potential loss of accessible funds.

4. Advertising: To acquire quality goods or services at a low cost; to recruit potential employee; or to inform the public of the availability of services.

5. Training: Provider agency employees are eligible for training directly related to the contract services. The necessary and appropriate expense related to training activities is to be included in this line item. The basis for this budgeted expense must be documented in the Proposal Itemized Service Budget, and a detailed description of the training activities must be rendered in the Program/Administration Section.

6. Trade, Business, Technical and Professional Activities: A series of costs may be encountered which assist in providing reference background, updating employees' knowledge and maintaining liaison or contact with similar activities. Expenses in this line item will be allowable when the costs are proven to be of direct benefit to the contract services. The following types of costs may be part of this item's budget expense:

- a. Library - purchases and fees;
- b. Subscriptions - professional literature;
- c. Membership - dues; and
- d. Professional activities, clubs and meetings.

7. General Liability Insurance: Insurance costs are those insurance costs which the Provider is required to carry, or which are approved under the terms of the contract and any other insurance which the Provider maintains in connection with the general conduct of its business (excluding insurance on the building and contents which should be listed as a line item under Other Space Costs in the Space Category). The Provider can ascertain from the Department what types and amount of insurance coverage should be purchased.

CAPITAL OUTLAY (EQUIPMENT)

A. The cost of equipment essential to the delivery of contract services and the maintenance of that equipment is allowable as a budgeted expense.

Equipment that materially increases the value or useful life of a facility is unallowable.

B. The Equipment Category, which includes office and program equipment, has been subdivided into two sections: (1) Equipment Costs, and (2) Equipment Maintenance Costs. (Provider agencies should note that vehicle-operating expenses are to be budgeted within the Travel Category.)

C. Capital Equipment Costs

Capital equipment costs may be budgeted through one of the following four methods:

1. Purchase;
2. Rental/Lease;
3. Depreciation; and
4. Use Allowance.

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ATTACHMENT #4

D. Equipment Maintenance Costs

1. To keep equipment at an efficient operating level, various maintenance services may be necessary.

2. Maintenance services provided by vendors either under a services subcontract or as random repairs will be budgeted under this sections. Care must be used that costs of maintenance services call do not duplicate maintenance fees provided for in rental agreements. Maintenance costs must be calculated in proportion to the use of the item by the Provider agency in the delivery of contract services.

OTHER

A. Administrative Costs

Administrative costs are those incurred for a common or joint purpose benefiting more than one cost objective or activity and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

SOLICITATION HP832155
ATTACHMENT #5

BUDGET WORKSHEET

1. <u>Personnel</u> (use additional pages, if necessary)			Total Salary for % Allocated
FTE %	Position/Title	Name of Employee	
			\$
TOTAL			\$
2. <u>Employee Related Expenses</u>			
Item	Basis		
FICA			\$
Unemployment Insurance			\$
Worker's Compensation			\$
Retirement			\$
Life Insurance			\$
Health Insurance			
TOTAL			\$
3. <u>Professional and Outside Services</u>			
Item	Basis		
			\$
TOTAL			\$
4. <u>Travel Expenses</u>			
Item	Basis		
			\$
TOTAL			\$
5. <u>Other Operating</u>			
Item	Basis		
			\$
TOTAL			\$
6. <u>Capital Outlay Expenses</u>			
Item	Basis		
			\$
TOTAL			\$
7. <u>Other:</u>			
Indirect if Authorized; Match			
Item	Basis		
			\$
TOTAL			\$
GRAND TOTAL			\$

MEMORANDUM OF UNDERSTANDING

At a minimum, the MOU must address:

1. Goals and objectives of the partnership:
 - a. Vision statement;
 - b. Desired outcomes.
2. Organizational structure:
 - a. Management plan and style;
 - b. Chain of decision-making authority/responsibility;
 - c. Procedures for resolving conflict;
 - d. Confidentiality guidelines;
 - e. Procedures for involving new partners.
3. Clear delineation of roles and responsibilities:
 - a. Substantive areas of primary responsibility and contribution;
 - b. Management and financial resources;
 - c. Information sharing;
 - d. Supervisory responsibilities, as appropriate;
 - e. Contract or grant management, as appropriate;
 - f. Evaluation- meeting the outcome and objectives.

The MOU must be signed by all partners.

Adapted from the United States Department of Justice's The COPS Collaboration Toolkit, How to Build, Fix, and Sustain Productive Partnerships.



CERTIFICATE OF INSURANCE

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Solicitation No:HP832155

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	A	
	B	
Name And Address of Insured	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence		
	<input checked="" type="checkbox"/> Comprehensive General Liability			Bodily Injury	Per Person Each Occurrence	\$1,000,000 \$2,000,000
	<input type="checkbox"/> Premises Operations					
	<input type="checkbox"/> Contractual					
	<input type="checkbox"/> Independent Contractors					
	<input type="checkbox"/> Products/Completed Operations					
	<input type="checkbox"/> Personal Injury					
	<input type="checkbox"/> Broad Form Property Damage					
	<input type="checkbox"/> Explosion & Collapse (If Applicable)					
	<input type="checkbox"/> Underground Hazard (If Applicable)					
	<input checked="" type="checkbox"/> Comprehensive Auto Liability Including Non-Owned (If			SAME AS ABOVE		
	<input type="checkbox"/> Umbrella Liability					
	<input checked="" type="checkbox"/> Workmen's Compensation and Employer's Liability			STATUTORY EACH ACCIDENT		\$500,000
	<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions Liability)			Each Claim Annual Agregate		\$1,000,000 \$2,000,000

State of Arizona and the Department named above are added as additional insured as required by statue, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued

Authorized Representative